

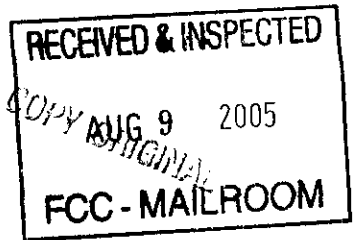
NETSYNC
INTERNET SERVICES
CORPORATION
A COMPANY OF



COMMUNICATIONS

DFT

TICKET FILE



August 4, 2005

Marlene H. Dortch
Office of the Secretary
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

Re; WC Docket No. 05-196

Secretary Dortch:

Pursuant to FCC Order, please find enclosed an original and four copies of the SUBSCRIBER NOTIFICATION REPORT concerning E-911 limitations with VoIP services filed on behalf of Netsync Internet Services Corporation, 40 Temple St., Fredonia, New York 14063.

Also enclosed, please find an additional copy and self addressed envelope for return to me if you would please.

If you have any question please contact me at the above address or at 716-673-3031 or by e-mail at billw@dfotel.com.

Sincerely,

William R. Westin
Netsync Internet Services Corporation

No. of Copies rec'd 0 + 4
List AECDE

Where communication takes flight

40 Temple Street • PO Box 279 • Fredonia, New York 14063-0279
Phone: 716-672-5100 • 1-800-642-4294 • Fax: 716-679-4005 • Internet: www.netsync.net



RECEIVED & INSPECTED

AUG 9 2005

FCC - MAILROOM

August 4, 2005

Marlene H. Dortch
Office of the Secretary
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

Re: WC Docket No. 05-196

SUBSCRIBER NOTIFICATION REPORT
E-911 and VoIP

Pursuant to FCC Order concerning E-911 and VoIP and the status of Customer Notification Requirements, this is a status and compliance report for interconnected VoIP provider Netsync Internet Services Corporation (Netsync), 40 Temple St., Fredonia, New York 14063. Netsync is a small upstart VoIP service provider in rural western New York. It currently has two subscribers of its VoIP service.

Actions Taken to Notify Subscribers of E-911 Limitations

To comply with FCC requirements for customer notification of E-911 limitations with VoIP service, Netsync has notified its customers in the following ways:

At the time of sign-up for service the customer is hand delivered and signs for a copy of the multi-page Terms and Conditions (see Attachment A) of VoIP service which includes a description of E-911 limitations and a warning to the customer that E-911 may not function in certain situations.

Also hand delivered to the customer is a single page document (see Attachment B) that the customer signs acknowledging that the customer has read the Terms and Conditions document, in particular the E-911 information.

Where communication takes flight

Also giving to the customer at the time of sign-up for their signature is a single sheet titled "Important 911 Dialing Information" (see Attachment C) which details situations where E-911 may not function over VoIP service.

At this same time the customer is given as many stickers as they require for their equipment (see Attachment D).

Samples of all of the above are enclosed.

Quantification of Subscribers That Have an Affirmative Acknowledgement

Number of Subscribers (2)
Affirmative Acknowledgement – 100%

Distribution of E-911 Warning Stickers

All subscribers have been hand delivered at the time of sign-up warning stickers with instructions to place them on their equipment and advised to educate all potential users of the equipment.

Quantification of Subscribers to Whom no E-911 Warning Advisory or Warning Stickers Were Distributed

Number of Subscribers – 0

Action to be Taken with Subscribers who Do Not Return and Affirmative Acknowledgement

All subscribers have returned an Affirmative Acknowledgement

Description of How the Service Provider is Maintaining Any Acknowledgements Received

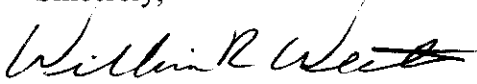
A copy of all of the signed E-911 acknowledgements are keep in a file by customer name in Netsync's Customer Service Department.

Name, Title, Address, Phone Number and E-mail Address of The Company's Compliance Representative

Name: David T. Pihl
Title: VP of Operations
Address: 40 Temple St.
Fredonia, New York 14063
Phone #: 716-673-3031
E-mail: davep@dftel.com

If you have any questions, please feel free to contact at 716-673-3031, via e-mail at billw@dfel.com or at the above address.

Sincerely,

A handwritten signature in black ink, appearing to read "William R. Westin", with a stylized flourish at the end.

William R. Westin

Netsync Internet Services Corporation

ATTACHMENT A

1.7 Copyright / Trademark / Unauthorized Usage of Device, Firmware or Software

The Service and Device and any firmware or software used to provide the Service or provided to you in conjunction with providing the Service, or embedded in the Device, and all Services, information, documents and materials on Netsync's website(s) are protected by trademark, copyright or other intellectual property laws and international treaty provisions. All websites, corporate names, service marks, trademarks, trade names, logos and domain names (collectively "marks") of Netsync are and shall remain the exclusive property of Netsync and nothing in this Agreement shall grant you the right or license to use any of such marks. You acknowledge that you are not given any license to use the firmware or software used to provide the Service or provided to you in conjunction with providing the Service, or embedded in the Device, other than a nontransferable, revocable license to use such firmware or software in object code form (without making any modification thereto) strictly in accordance with the terms and conditions of this Agreement. You expressly agree that the Device is exclusively for use in connection with the Service and that Netsync will not provide any passwords, codes or other information or assistance that would enable you to use the Device for any other purpose. If you decide to use the Service through an interface device not provided by Netsync, which Netsync reserves the right to prohibit in particular cases or generally, you warrant and represent that you possess all required rights, including software and/or firmware licenses, to use that interface device with the Service and you will indemnify and hold harmless Netsync against any and all liability arising out of your use of such interface device with the Service. You shall not reverse compile, disassemble or reverse engineer or otherwise attempt to derive the source code from the binary code of the firmware or software.

1.8 Service Distinctions

You acknowledge and understand that the Service is not a telephone service. Important distinctions (some, but not necessarily all, of which are described in this Agreement) exist between telephone service and the enhanced Service offering provided by Netsync. The Service is subject to different regulatory treatment than telephone service. This treatment may limit or otherwise affect your rights of redress before Federal or State telecommunications regulatory agencies.

1.9 Operator Services and Directory Assistance

Netsync's Service provides access to an Operator by dialing "0". Access to directory assistance is by dialing 411 or 555-1212.

1.10 Ownership and Risk of Loss

You shall be deemed the owner of the Device, and bear all risk of loss of, theft of, casualty to or damage to the Device, from the time it is shipped to you until the time (if any) when it is returned by you pursuant to Section 5.7 and has been received by Netsync.

2. EMERGENCY SERVICES- 911 DIALING**2.1 Availability of Traditional 911 or E911 Dialing Service**

You acknowledge and understand that the Service supports traditional 911 or E911 access to emergency services where made available by the county or municipality having authority for such 911/E-911 service. Netsync does offer a 911/E-911 type service available only on Netsync Devices as described herein. Please contact Netsync to see if service in the area you are in accommodates 911/E-911. E-911 service is similar to the service of traditional incumbent landline telephone E-911 service. E-911 calls are directed to the agency in each county that has control of E-911 provisioning. With E-911 calls, the calling telephone number, name and address will be provided to the emergency answering center as directed and proved for by the controlling agency in each county. Netsync will provide to such agency the telephone number, name and address as provided by you (the customer) when signing for the service. If you move your location within the same county and you want the address updated for E-911 purposes you must notify Netsync of your new address. Such notification shall be provided by the party responsible for the service. If such notification is not received as described by Netsync, and if the device is moved to a different address and if a call is made to 911

then the emergency agency receiving the call will most likely receive the address information as originally provided by you, the customer, to Netsync. Where E-911 service is not available, Netsync shall direct all 911 dialed calls to the emergency response center as directed by the agency(s) in each county that has responsibility for such calls.

2.2 Description of 911-Type Dialing Capabilities

Netsync relies on third parties (those agencies responsible for the provisioning of E-911 data bases and call delivery in each county and or responsible municipality) for the forwarding of information underlying such routing, and accordingly Netsync and its third party provider(s) disclaim any and all liability or responsibility in the event such information or routing is incorrect. You acknowledge and understand that the Public Safety Answering Point (PSAP) and emergency personnel may or may not be able to identify your phone number in order to call you back or identify your location if the call is unable to be completed, is dropped or disconnected, or if you are unable to speak to tell them your phone number and/or if the Service is not operational for any reason, including without limitation those listed elsewhere in this Agreement. Neither Netsync nor its officers or employees may be held liable for any claim, damage, or loss, and you hereby waive any and all such claims or causes of action, arising from or relating to 911 dialing unless it is proven that the act or omission proximately causing the claim, damage, or loss constitutes gross negligence, recklessness, or intentional misconduct on the part of Netsync. You agree to indemnify and hold harmless Netsync and its third party provider from any claim or action arising out of misroutes of 911 calls, including but not limited to your failure to provide Netsync with correct address information and/or any future change of address.

2.3 Failure to Designate the Correct Physical Address When Activating 911 Dialing

Failure to provide the current and correct physical address and location of your Netsync equipment in your service request may result in any 911/E-911 communication you make being routed to the incorrect local emergency service provider or that responding emergency personnel may be sent to the wrong address. This address must be the actual physical street address where you are located, not a post office box, mail drop or similar address.

2.4 Requires Notification to Netsync if You Move or Change Location

If you move to a new address where Netsync provides 911/E-911 service and you fail to notify Netsync of your new address, you acknowledge and understand that 911 dialing may not function properly. Failure to provide the current and correct physical address and location of your Netsync equipment may result in any 911 dialing you may make being routed to the incorrect local emergency service provider and/or emergency personnel being dispatched to the wrong location.

2.5 911 and E-911 Does Not Function without Broadband connection and/or Power.

You acknowledge and understand that the Service does not function in the event of power failure. You also acknowledge and understand that the Service requires a fully functional broadband connection to the Internet (which may or may not be provided by Netsync) and that, accordingly, in the event of an outage of, or termination of service with or by, your Internet service provider ("ISP") and/or broadband provider, the Service will not function, but that you will continue to be billed for the Service unless and until you or Netsync terminate the Service in accordance with this Agreement. Should there be an interruption in the power supply or ISP outage, the Service will not function until power is restored or the ISP outage is cured. A power failure or disruption may require the Customer to reset or reconfigure equipment prior to utilizing the Service. Power disruptions or failures or ISP outages will also prevent dialing to emergency service numbers including the 911/E-911 calling feature. Should Netsync suspend or terminate your Service, the Service will not function until such time as Netsync restores your Service (which may require payment of all invoices and reconnection fees owed by you or cure of any breach by you of this Agreement).

2.6 Possibility of Network Congestion and/or Reduced Speed for Routing or Answering 911

Although network routing for 911 calls is engineered by the parties responsible for the network to

accommodate 911 calls within an acceptable number, you acknowledge and understand that there is a possibility of network congestion and/or reduced speed in the routing of a 911/E-911 communication made utilizing your Netsync equipment. You understand and acknowledge that Netsync relies on third parties for the forwarding of information underlying such routing, and accordingly Netsync and its third party provider(s) disclaim any and all liability or responsibility in the event such information or routing is incorrect. Netsync or its officers or employees, may not be held liable for any claim, damage, or loss, and you hereby waive any and all such claims or causes of action, arising from or relating to 911 dialing unless it is proven that the act or omission proximately causing the claim, damage, or loss constitutes gross negligence, recklessness, or intentional misconduct on the part of Netsync.

2.7 Education of Your household residents, guests and others.

You agree to inform any household residents, guests and other third persons who may be present at the physical location where you utilize the Service of the non-availability of traditional 911 or E911 dialing from your Netsync Service and Device(s) and/or the possibility that the emergency service that answers a 911/E-911 call may not have the appropriate address location and that the caller may be required to give such information at the time of the call, if you have not updated your current address information. You also agree to inform your family, household residents, guests and any other users of the service of the 911/E-911 information and issues as described in this agreement.

3 SERVICE OUTAGE

3.1 Broadband Service / ISP Outage or Termination / Suspension or Termination by Netsync

You acknowledge and understand that service outages or suspension or termination of service by your broadband provider and/or ISP or by Netsync will prevent ALL Service including 911/E-911 dialing.

3.2 Power Failure or Disruption

You acknowledge and understand that 911/E-911 dialing does not function in the event of a power failure or disruption. Should there be an interruption in the power supply, the Service and 911/E-911 dialing will not function until power is restored. A power failure or disruption may require the Customer to reset or reconfigure equipment prior to utilizing the Service or 911/E-911 dialing.

3.3 Service Outage Due to Suspension of Your Account

You acknowledge and understand that service outages due to suspension of your account as a result of billing issues will prevent ALL Service, including 911/E-911 dialing.

3.4 Other Service Outages

You acknowledge and understand that if there is a service outage for ANY reason, such outage will prevent ALL Service, including 911/E-911 dialing. Such outages may occur for a variety of reasons, including, but not limited to those reasons described elsewhere in this Agreement.

3.5 Limitation of Liability and Indemnification

You acknowledge and understand that Netsync's liability is limited for any Service outage and/or inability to dial 911 from your line or to access emergency service personnel, as set forth in this document. You agree to defend, indemnify, and hold harmless Netsync, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to Customer in connection with this Agreement or the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, reasonable attorneys fees) by, or on behalf of, Customer or any third party or user of Customer's Service relating to the absence, failure or outage of the Service, including 911/E-911 dialing and/or inability of Customer or any third person or party or user of Customer's Service to be able to dial 911 or to access emergency service personnel.

4. CHANGES TO THIS AGREEMENT

Netsync may change the terms and conditions of this Agreement from time to time. Notices will be

**IMPORTANT
DOCUMENT REQUIRES SIGNATURE
DOCUMENT MUST BE ON FILE WITH DFT/NETSYNC
BEFORE TANGO SERVICE APPLICATION IS INITIATED**

By signing below, you agree that you have read, understand and will abide by the prior "Terms and Conditions" document.

In particular, you agree that you have read and understand all sections relating to E-911 service and the description of how it functions and the possibility that 911 calls may not be completed 100% of the time as describe herein.

You also agree to inform, educate and instruction other persons who may utilize the Service that you purchase from Netsync and who may have occasion to dial 911 of the possibility that 911 calls may not be delivered to the appropriate answering agency for a variety of reasons".

SIGNATURE _____

DATE _____

*NOTE: THIS DOCUMENT PROVIDES ADDITIONAL
CONFIRMATION OF SIGNATURE*

See separately required signed "Terms and Conditions" document
See separately required signed "911 Dialing Information" document

IMPORTANT 911 DIALING INFORMATION

Netsync provides 911 emergency calling in conjunction with your TANGO Broadband Phone Service (Service) in the county where you have signed for our service. This service is provided through the emergency agency having authority in conjunction with a company that is providing the 911 switching and database services for each individual county at standards determined by the telecommunications industry.

Enhanced (E)-911 calling provides the emergency service that answers a call with the calling party's telephone number, name and address. It is possible that a 911 call can be delivered to the emergency answering agency without the name and address of the calling party being provided. In this case you may be required to provide such information to the answering agency.

The 911 information (i.e. name and address) is the information YOU, the customer, provide Netsync at the time you established your service. When you dial 911 this is the information that will be provided to the E-911 Dispatch Center.

IF YOU MOVE YOUR SERVICE (I.E. YOUR ATA OR IP PHONE) TO ANOTHER ADDRESS, WITHOUT NOTIFYING NETSYNC, AND CONNECT IT TO A BROADBAND SERVICE AND THEN DIAL 911, YOUR CALL WILL BE ANSWERED IN THE COUNTY DESIGNATED AS YOUR SERVICE LOCATION AND WILL DISPLAY THE NAME AND ADDRESS YOU ORIGINALLY PROVIDED TO NETSYNC. IF THIS OCCURS YOU MUST TELL THE E-911 DISPATCHER YOUR CURRENT LOCATION. THIS INCLUDES TAKING YOUR EQUIPMENT TO ANOTHER COUNTY OR STATE.

IF YOU ARE GOING TO MOVE TO A DIFFERENT ADDRESS, YOU MUST CONTACT NETSYNC TO UPDATE YOUR ADDRESS LOCATION.

You acknowledge and understand that service outages or suspension or termination of service by your broadband provider and/or ISP or by Netsync will suspend ALL Services, including 911 dialing. You acknowledge and understand that 911 dialing does not function in the event of a power failure or disruption. Should there be an interruption in the power supply, the Service and 911 dialing will not function until power is restored. A power failure or disruption may require the Customer to reset or reconfigure equipment prior to utilizing the Service or 911 dialing. If you are in an area that has a high experience of power outages or your broadband connection has a high experience of outage, then you may want to consider a traditional telephone line for 911 access.

You agree to inform any household residents, guests and other third persons who may be present at any location where you utilize the Service of Netsync of how 911 functions. You also agree that if you have temporarily or permanently relocated your phone/equipment and have notified Netsync of your new address that you must inform the E-911 Dispatcher during an emergency call of the address where you are currently located and if you do not provide this location information emergency personnel may be dispatched to the wrong address.

By signing below you agree that you have been informed how 911 functions in conjunction with your service and that you have read and understand the above information and the E-911 information in the Terms and Conditions Agreement located on Netsync's website "iwanttango.com/signup".

Customer Signature

Date

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